

State of Vermont

Dept of Buildings & General Svcs
Purchasing & Contract Admin
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601
USA

CONTRACT



Vendor ID 0000008873
Michelin Tire Corp
One Parkway South
PO Box 19001
Greenville SC 296029001
USA

Phone #:

Contract ID 00000000000000000000000013115		Page 1 of 3
Contract Dates 05/21/2008 to 05/21/2010		Origin CPS
Description: CPS - TIRES AND TUBES		Contract Maximum \$9,999,999.00
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PASSENGER CAR TIRES PRICING BASED ON CURRENT GOV/PU PRICE LIST LESS: 45% MICHELIN BRAND 45% BF GOODRICH BRAND 35% UNIROYAL BRAND	EA	0.01000	0.00	0.00
2		LIGHT TRUCK TIRES PRICING BASED ON CURRENT GOV/PU PRICE LIST LESS: 45% MICHELIN BRAND 45% BF GOODRICH BRAND 35% UNIROYAL BRAND	EA	0.01000	0.00	0.00
3		MEDIUM/HEAVY DUTY TRUCK TIRES PRICING BASED ON CURRENT GOV/PU PRICE LIST LESS: 46% MICHELIN BRAND 35% BF GOODRICH BRAND	EA	0.01000	0.00	0.00
4		FARM IMPLEMENT AND INDUSTRIAL PRICING BASED ON CURRENT GOV/PU PRICE LIST LESS: 30%	EA	0.01000	0.00	0.00
5		TUBES PRICING BASED ON CURRENT GOV/PU PRICE LIST LESS: 20%	EA	0.01000	0.00	0.00
6		TIRE MOUNTING PASSENGER CAR: No charge with purchase in store. LIGHT TRUCK: No charge with purchase in store. MEDIUM AND HEAVY TRUCK: \$16.00 FARM AND INDUSTRIAL: Price quoted locally.	EA	0.01000	0.00	0.00
7		BALANCING: SPIN BALANCE: PASSENGER CAR: \$10.00 LIGHT TRUCK: \$10.00 COMPUTER BALANCE: PASSENGER CAR: Local competitive pricing. LIGHT TRUCK: Local competitive pricing. MEDIUM AND HEAVY TRUCK - BALANCE WITH "EQUAL": \$25.00	EA	0.01000	0.00	0.00
8		ALIGNMENT: CAR: \$55.50 LIGHT TRUCK: \$65.00 MEDIUM AND HEAVY TRUCK: Price quoted locally.	EA	0.01000	0.00	0.00
9		TIRE DISPOSAL:	EA	0.01000	0.00	0.00
		AUTO/POLICE: \$3.00 LIGHT TRUCK: \$5.00 MEDIUM COMMERCIAL: \$10.00 FRONT FARM: \$15.00 to \$35.00 depending on size. REAR FARM: \$35.00 to \$70.00 depending on size. SPECIALTY: Price quoted locally. SMALL OTR (UP TO 17.5-25): \$40.00 LARGE OTR (20.5 AND LARGER): \$60.00 TO \$250.00 depending on size.				

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE TIRE AND TUBES TO VERMONT STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: MAY 21, 2008 - MAY 21, 2010, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

STATE PRICING IS AVAILABLE ON THE FOLLOWING WEBSITE: WWW.MICHELINB2B.COM

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PRICING IS BASED ON CONTRACTORS PRICE LISTS IN EFFECT AT TIME OF ORDER, LESS APPLICABLE DISCOUNTS.

ORDERING: ORDERS WILL BE PLACED THROUGH AUTHORIZED MICHELIN, BFGOODRICH AND UNIROYAL INDEPENDENT DEALERS LOCATED WITHIN VERMONT. ORDERS MAY ONLY BE PLACED WITH THOSE AUTHORIZED DEALERS THAT HOLD A CONTRACT WITH THE STATE OF VERMONT.

CONTRACTOR ACCEPTS VISA PURCHASE CARD AS A FORM OF PAYMENT. NO DISCOUNTS ARE GIVEN FOR USE OF THE VISA PURCHASE CARD.

TIRES AND TUBES ORDERED FROM THIS CONTRACT WILL BE DELIVERED ANYWHERE WITHIN VERMONT, FREE OF CHARGE.

ITEMS SUPPLIED UNDER THIS CONTRACT MUST MEET ALL APPLICABLE FEDERAL, STATE AND ASTM SPECIFICATIONS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR TIRES AND TUBES ISSUED 09/25/2007 AND VENDOR'S RESPONSE DATED 10/22/2007.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 AS AMENDED WITH CAVEAT ON #10, ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____